

TERMS AND CONDITIONS FOR KCB MOBILE LOAN

1. THE AGREEMENT

- 1.1. In this Agreement:
 - 1.1.1. "We", "our", "us," "KCB" or "the Bank" means KCB Bank Kenya Limited and includes its successors in title and assigns.
 - 1.1.2. "You", "your" or "yourself" means the Customer and includes your personal representatives and heirs.
 - 1.1.3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
 - 1.1.4. Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of this Agreement.
- 1.2. This Agreement sets out the Terms and Conditions which shall apply to the KCB Mobile Loan offered by KCB (the "KCB Mobile Loan Terms and Conditions", or "Mobile Loan Terms", or "Terms").
- 1.3. Please read these Terms carefully before you apply to receive the KCB Mobile Loan. By applying for and using the Mobile Loan, you are deemed to have read, understood and accepted all the conditions set out in these Terms; and you acknowledge and agree that they form a legal and binding agreement between you and the Bank, as may be amended, modified or supplemented from time to time. You are solely responsible for seeking independent legal advice on the legal consequences of entering this Agreement.
- 1.4. These Terms supplement and are to be read together with:
 - 1.4.1. The Terms of Use of the KCB Mobile Application through which the Mobile Loan is applied for and utilised (the "**Mobile Application Terms**");
 - 1.4.2. Our General Terms and Conditions that apply to all accounts and banking services provided by us, which are available on the Bank's website at <https://ke.kcbgroup.com/terms-and-conditions> or upon request at any of the Bank's branches (the "**General Terms**"); and
 - 1.4.3. The Terms and Conditions of any other platform, product, service, document, mandate or agreement governing your relationship with us as may be amended, modified or supplemented from time to time (together, the "**Additional Terms**"); and
 - 1.4.4. The Data Privacy Statement available at <https://ke.kcbgroup.com/data-privacy-statement/> in effect from time to time.
(altogether, the "Applicable Terms")
- 1.5. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the Additional Terms, (2) these Mobile Loan Terms, (3) the Mobile Application Terms and (4) the General Terms.
- 1.6. We may revise these Terms from time to time. Any amendment to these Terms shall become effective when posted on our website, www.kcbgroup.com, or the announcement thereof has been displayed or published by us, or communicated to you through your registered mobile phone number, or we have given you at least Thirty (30) days' notice by other means as we deem appropriate in the circumstances. Changes required to comply with regulation shall take effect from the regulatory commencement date. If you do not agree with the amendment, you may choose to discontinue use of the KCB Mobile Loan. Otherwise, your continued use of our KCB Mobile Loan shall constitute your agreement to be bound by any such revision.

2. DEFINITIONS

The words defined in the General Terms and Mobile Banking Application Terms shall apply to these Terms unless specifically defined otherwise:

- 2.1. **“Bank Rate”** means the interest rates on loans or savings as may be set and communicated by the Bank from time to time.
- 2.2. **“Access fee”** means administrative costs of handling or processing your loan application, which, in addition to the applicable taxes, is included in the Margin.
- 2.3. **“Credit Limit”** means the maximum pre- approved amount that a Customer can borrow on under this Agreement, determined by the customer’s transactional, savings, borrowing and repayment history with the Bank (the **“Credit Score”**).
- 2.4. **“Credit Reference Bureau”** means a credit reference bureau duly licensed by the Central Bank of Kenya in accordance with the Banking Act and applicable regulations to inter alia, collect and facilitate the sharing of customer credit information.
- 2.5. **“Customer”** means a person who holds and maintains an Account with the Bank and is registered on the Banks Mobile Banking Application, that has applied to access or receive a Mobile Loan under these Terms.
- 2.6. **“Contact Centre”** means the Customer Contact Centre or KCB Branch, or any other outlets as may be notified to the Customer by the Bank from time to time.
- 2.7. **“Due Date”** means the last date that the Customer has to repay the entire Outstanding Amount, which may be the last date of the initial Loan Repayment Period, Graduated Repayment Period or Roll-Over Repayment Period. The Late repayment Penalty will begin to apply on any Outstanding Amounts after the Due Date.
- 2.8. **“Fees”** includes Interest, Late Repayment Penalty, applicable taxes and any other fees and charges payable for the use of the Mobile Loan as published by the Bank through the Application, or on the Bank’s website and/or the daily newspapers in Kenya or by such other means as the Bank shall in its sole discretion determine, subject to approval by its Regulator.
- 2.9. **“Graduated Interest”** means the interest charged for KCB mobile loans that are eligible for roll-over to the next Loan Repayment Period, consisting of the difference between the Interest Rate of the selected tenor and the Interest Rate for the next Loan Repayment Period. **“Roll-Over Interest”** means the interest charged for 30-day loans or loans outstanding for over 30 days rolled over for a further 30 days, and the applicable interest rate shall be the 30-Day loan interest rate.
- 2.10. **“Immediate payment”** means voluntary instant repayment of loan advanced before the due date.
- 2.11. **“Interest Rate”** means the percentage comprising the Bank Rate plus the banks Margin, that is charged as the cost of borrowing the KCB Mobile Loan (and **“Interest”** or **“Interest Amount”** shall mean the corresponding monetary value determined by application of the Interest Rate to the Principal Loan Amount), based on the approved Risk-Based Credit Pricing model subject to change at the Bank’s discretion, subject to Regulatory approval and subject to giving you thirty (30) days’ notice of the proposed change.
- 2.12. **“KCB Mobile Loan”** or **“Loan”** means the loan facility advanced by the Bank under these Terms.
- 2.13. **“KCB Mobile Loan Menu”** or **“Loan Menu”** means the KCB Mobile Loan Menu on the KCB Mobile Application.
- 2.14. **“KCB Mobile Loan Service”** or **“Service”** means the service offered by the Bank to borrow and repay loans through your Mobile phone.
- 2.15. **“Late Repayment Penalty”** means penalty of 5% per annum charged on any Outstanding Amount after the Due Date.
- 2.16. **“Loan Auto Recovery”** means automated recovery of the loan advanced from the customer account on/ after the Due Date.

- 2.17. **"Loan Repayment"** means the amount due from the Customer as repayment for the Loan at such periods as defined upon application for, and before acceptance of, the Principal Loan Amount, to ensure that the Outstanding Amount is fully paid within the Loan Repayment period;
- 2.18. **"Loan Repayment Period" or "Loan Term" or "Term"** means the period over which the Outstanding Amount will be repaid, which period begins and ends on the dates communicated on acceptance of the Principal Loan Amount through the Mobile Application, and communicated by SMS to the Customers Mobile Phone from time to time during the Term of the Loan.
- 2.19. **"Margin"** means, where applicable, a variable percentage rate per annum added to the Bank's Rate. The Margin comprises a credit risk premium and any other costs permitted by law which represent the risk profile of the Customer, and the applicable Access Fees.
- 2.20. **"Outstanding Amount"** means any amount due for repayment with respect to the Loan facility granted under these Terms, including the Principal Loan Amount, Loan Top-Up Amount, any Interest, Late Repayment Penalty, Graduated Interest/Amount, Roll-Over Interest/Amount, applicable taxes, Fees, Transaction Fees or other costs attributable to the loan.
- 2.21. **"Principal Loan Amount"** means the loan amount the customer applies to receive from the Bank in accordance with these terms as their initial request against which the Bank calculates applicable Interest. Where applicable, the Principal Loan Amount shall include Loan Top-Up Amounts, Graduation Amounts and Rolled-Over Amounts.
- 2.22. **"Risk-Based Credit Pricing model"** means a loan pricing model approved by the Central Bank of Kenya, where customers are offered different prices for products based on their assessed risk profile.
- 2.23. **"Transaction Fees"** mean the fees payable to the Bank for transactions effected in respect of your Bank Account from time to time, and the same fees will apply to any transactions effected in respect of your KCB Mobile Loan using the Mobile Application.

3. MOBILE (ONLY) LOAN

- 3.1. You acknowledge and accept that the Bank offers the KCB Mobile Loan only through its Mobile Application and you agree to do business with the Bank and to operate the KCB Mobile Loan via the KCB Mobile Loan menu on the KCB Mobile Application.
- 3.2. Any query and complaint you may have relating to the Loan or related services shall be addressed to the Bank through the Contact Centre. For the avoidance of doubt, you acknowledge and accept that you will not be allowed or entitled to receive or demand any services pertaining to the KCB Mobile Loan at any branch or branches of the Bank unless otherwise advised by the Bank in its sole discretion. You further acknowledge and accept that the Contact Centre is not a branch of the Bank or the Bank's Agent for purposes of conducting Banking business or transactions and that it will not act as such.

4. LOAN APPLICATION AND UTILISATION

4.1. CREDIT LIMIT AND LOAN LIMIT

- 4.1.1. You must be duly registered on the KCB Mobile Application to access the KCB Mobile Loan.
- 4.1.2. Upon your registration on the KCB Mobile Application, the Bank will assign you a **Credit Limit**. You may thereafter, subject to these terms and conditions, apply for a KCB Mobile Loan within the allocated Credit Limit, using the Loan Menu on the Application.
- 4.1.3. Subject to approval of your application for a Mobile Loan, the Bank shall disburse to you a loan of an amount to be determined by the Bank in its sole discretion, within your Credit Limit, and in any event subject to a minimum amount of Kenya Shillings Fifty (Kshs.50/=) and a maximum amount of Kenya Shillings One Million (Kshs.1,000,000/=) or such other

minimum or maximum amount as the Bank may from time to time in its sole discretion determine (the “Principal Loan Amount” or the “Mobile Loan Amount”)

- 4.1.1.1 Customers who do not have an allocated Credit Limit will be required to save and build a history with the Bank to enable credit scoring and allocation of a Credit Limit.
- 4.1.1.2 The Bank reserves the right to request for further information from you pertaining to your application for a KCB Mobile Loan at any time. Failure to provide such information within the time required by the Bank may result in the Bank declining to accept your application for this Loan.
- 4.1.2 As you apply for the Loan, you will be able to select your preferred Principal Loan Amount and Loan Repayment Period from the KCB Mobile Loan Menu. The Loan Repayment Period shall be for any of the following durations, and the total cost of the loan will vary depending on the Loan Repayment Period you choose to repay your loan. For the purposes of calculation of the Loan Repayment Period and Interest payable, each day(s) shall be calculated as ending at midnight: -
 - 4.1.2.1 1 day.
 - 4.1.2.2 7 days.
 - 4.1.2.3 14 days.
 - 4.1.2.4 30 days.
 - 4.1.2.5 90 days.
 - 4.1.2.6 180 days.
 - 4.1.2.7 12 months.
- 4.1.3 For 1 day, 7 day and 14 day loans, the Loan Repayment date shall be the same as the Loan Repayment Period. For loans of 30 days, 90 days, 180 days, 12 months or higher tenors, Loan Repayment shall be monthly.
- 4.1.4 In consideration of the Bank granting you the Loan, you shall pay the Bank an Interest Rate based on the Bank’s Risk-Based Credit Pricing Model, approved by the Central Bank of Kenya. The Interest Rate and any other applicable Fees shall form part of the Outstanding Amount, and shall be paid by you upon repayment of the Loan.
- 4.1.5 The Bank shall be entitled to vary the Interest Rate chargeable to such other rate which the Bank considers appropriate in all the circumstances and subject to any applicable restrictions concerning the benchmark for interest rates and rate of interest chargeable under the law. Provided always that the Bank will notify the Customer of any increase or decrease of the Interest Rate payable by way of notice by way of SMS to your Equipment or Mobile Phone used to register for the Mobile Application, or by notification on the Mobile Application, subject to your acknowledgement of the same, (or by such other alternative or additional means as the Bank will in its sole discretion determine including notice in a local newspaper of wide circulation), thirty (30) days prior to enacting any such change in the Interest Rate. Any change of rate so advised will not prejudice in any way the Bank’s right to recover interest charged subsequent to such change.
- 4.1.6 When you apply for a Mobile Loan from the Bank, your application shall be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at its sole discretion and without assigning any reason to approve or decline your application for a loan.
- 4.1.7 Acceptance by the Bank of your application for a KCB Mobile Loan shall be done via SMS sent to the Mobile Phone Number used to register on the Mobile Application, as

associated with your Bank Account.

- 4.1.8 The Principal Loan Amount shall be credited into your selected Bank Account and any Interest and applicable Fees shall form part of the Outstanding Amount due for repayment by the due Date.

4.2 LOAN REPAYMENT, TOP-UP AND ROLL-OVER

- 4.2.1 You shall repay the Outstanding Amount within the **Loan Repayment Period** agreed upon at the time of loan application.
- 4.2.2 You shall make all payments due from you to the Bank in respect of the Loan and applicable Fees using the KCB Mobile Application only unless otherwise agreed by the Bank in its discretion.
- 4.2.3 The Borrower may at any time partially or fully repay the loan before the expiry of the Loan Repayment Period.

Top-Up

- 4.2.4 In the event that your KCB Mobile loan is below your Credit Limit, you may apply for a loan top - up for the difference in value to a maximum of the value of your Credit Limit (the “Top-Up”), PROVIDED THAT the application is made prior to the expiry of the initial Loan Repayment Period, and is repaid within the term of the initial Loan Repayment Period. The Fees that will apply to the Top-Up portion of the Loan (the “Top-Up Amount”) as per the terms of this Agreement will be notified to you for your acceptance during your application for Top-Up, and the Top-Up Amount will form part of the Outstanding Amount for repayment.

Roll-Over or Graduation

- 4.2.5 For loans of 1 day, 7 days and 14 days tenors, if you do not repay the Outstanding Amount in full within the agreed Loan Repayment Period, the Bank may, at its discretion, **automatically roll over** any Outstanding Amount to the next Loan Repayment Period but only up to a maximum roll over period of Thirty (30) days (the “**Graduation Period**”) from the date when the Loan was granted.
- 4.2.5.1 In consideration of the Bank forbearing to demand the immediate payment of the Outstanding Amount due in respect of your KCB Mobile Loan and rolling over the same pursuant to these terms and conditions, you shall, in addition to paying the Outstanding Amount, pay to the Bank a roll-over charge (“**Graduated Interest**” or “**Graduated Amount**”) in accordance with these terms and conditions, as will be advised prior to effecting the roll-over of the Outstanding Amount in respect of the Loan. The Graduated Interest will be added to the Outstanding Amount to calculate the Loan Repayment due.
- 4.2.6 For 1 day, 7 day or 14-day tenor loans that have been rolled-over to Thirty (30) days, the Bank may, at its discretion, automatically roll-over the Outstanding Amount in respect of the Loan for a further Thirty (30) days from the Due Date (the “**30-day Roll-Over Period**”).
- 4.2.6.1 In consideration of the Bank forbearing to demand the immediate payment of the Outstanding Amount due in respect of your KCB Mobile Loan on the Due Date and rolling over the same pursuant to these terms and conditions, you shall, in addition to paying the Outstanding Amount, pay to the Bank a 30-day roll-over charge which shall be the same Interest Rate as charged for Thirty (30) day tenor loans (“**30-day Roll-Over Interest**” or the “**30-day Roll-Over Amount**”). The 30-Day Roll-Over Interest will be added to the Outstanding Amount to calculate the Loan Repayment due.
- 4.2.7 For loans of Thirty (30) day tenors, if you do not repay the Outstanding Amount in full within

the agreed Loan Repayment Period, the Bank may **automatically roll over** any Outstanding Amount for a further Thirty (30) days from the Due Date (**the “30-day Roll-Over Period”**).

4.2.7.1 In consideration of the Bank forbearing to demand the immediate payment of the Outstanding Amount due in respect of your KCB Mobile Loan on the Due Date and rolling over the same pursuant to these terms and conditions, you shall, in addition to paying the Outstanding Amount, pay to the Bank a 30-day roll-over charge, which shall be the same Interest Rate as charged for Thirty(30) day tenor loans (**“the 30 day Roll-Over Interest”** or (the **“30 day Roll Over Amount”**)). The 30-Day Roll-Over Interest will be added to the Outstanding Amount to calculate the Loan Repayment due.

LATE REPAYMENT (DEFAULT) PENALTY

- 4.2.8 In the event that you do not repay the Outstanding Amount by the Due Date, you will be liable to pay a **Late Repayment Penalty fee of 5% per annum** on any Outstanding Amount, which shall continue to accrue till payment is received by the Bank in full.
- 4.2.9 You hereby expressly consent and authorize the Bank to disclose, respond, advise, exchange, and communicate the details or information pertaining to your KCB Mobile Loan Account to Credit Reference Bureaus as required under the Banking Act or any other regulatory body.

4.3 EVENT OF DEFAULT

- 4.3.1 An Event of Default occurs;
- 4.3.1.1 Where any Outstanding Amount is unpaid for a duration of exceeding the Loan Repayment Period applied for and approved; or
 - 4.3.1.2 Where you have exceeded your Credit Limit; or
 - 4.3.1.3 If any representations or statements or particulars made by you are found to be incorrect; or
 - 4.3.1.4 If you commit any breach or fail to observe, keep or perform any of the terms, conditions, covenants or provisions of any other agreement between us and yourself in respect of the Mobile Loan; or
 - 4.3.1.5 If there is any reasonable apprehension that you are unable to pay your debts or we receive any notice that you have admitted any inability to pay your debts as they become due; or
 - 4.3.1.6 If you are convicted under any criminal law in force related to use of the Mobile Loan or any other related services; or
 - 4.3.1.7 If any judgment or decree in any legal proceedings is passed against you which is not satisfied within seven (7) days of demand; or
 - 4.3.1.8 If a garnishee or attachment order or a lien created against any of your deposits with us or assets maintained by you is made.

4.4 CONSEQUENCES OF DEFAULT

- 4.4.1 At any time after an Event of Default has occurred, which is continuing, we may:
- 4.4.1.1 terminate the Mobile Loan or access to the Credit Limit as provided herein;
 - 4.4.1.2 declare any Outstanding Amount under this Agreement as immediately due and payable, whereupon you shall be required to settle the Outstanding Amount immediately;
 - 4.4.1.3 hold any of your funds standing in credit with the Bank as collateral and security for any amounts outstanding and due from you in respect of any Mobile Loan. You hereby agree and confirm that we are entitled in our discretion to prevent or restrict

you from withdrawing in whole or in part the funds in (any of) your Bank Account(s) with us, for so long as and to the extent of the Outstanding Amount in respect of your KCB Mobile Loan without the Bank giving any notice to you and/or without incurring any liability to you whatsoever in that connection;

- 4.4.1.4 The Bank shall have a right of lien and set off, and shall utilise funds in any of the accounts with the Bank opened and operated by you, including savings and mobile savings accounts, to offset any Outstanding Amount due from you to the Bank in respect of your KCB Mobile Loan.
- 4.4.2 The foregoing notwithstanding, the Bank may, upon notice to the Customer, set off their account against any other account or indebtedness in respect of which the Customer is liable, notwithstanding that some other person may also be liable in respect thereof.
- 4.4.3 We are entitled to defer any settlement or any other sum due to you to the extent that we consider it necessary to protect our ability to recover any sums or any other liability in connection with the Services.
- 4.4.4 We may submit information concerning the default to Credit Reference Bureaus as required by law.
- 4.4.5 You shall meet and further reimburse us on demand (and on a full indemnity basis and from all liabilities arising from any delays or omissions occasioned by you) all costs, charges and expenses (including legal or recovery charges demanded from or incurred by us) incurred by us in suing for or recovering any sum due to us under this Agreement or otherwise in protecting or enforcing our rights under this Agreement, save as may otherwise be directed by any competent court of law, and the “expenses” shall be deemed to include any sums which would be allowed to us in a taxation as between advocate and own client. The charges in this clause shall be as provided for in the Advocates Act, Auctioneers Act or any other prevailing law in the Republic of Kenya from time to time (the “**Recovery Costs**”). Should you fail to pay any of these Recovery Costs on their due dates or on demand date as applicable, the bank reserves the right to debit the same together with any interest accrued on the amounts from any of your accounts as part of the Outstanding Amount.
- 4.4.6 The exercise by us of any rights under this clause shall be without prejudice to any other rights or remedies (including but not limited to set-off) to which we are otherwise entitled (by operation of law, contract, or otherwise).

5 FEES

- 5.1 You hereby agree to pay all Fees payable in connection with your access and utilization of the Mobile Loan, such costs to form part of the Outstanding Amount when applicable.
- 5.2 You shall pay to the Bank and the Bank is entitled deduct from your Bank account (without further reference to you):
 - 5.2.1 Any Transaction Fees payable in respect of the Loan; and
 - 5.2.2 Any Recovery Costs”;
 - 5.2.3 All other fees, expenses and taxes, duties, impositions, and expenses incurred respect to your Mobile Loan.
- 5.3 If we incorrectly transfer any monies or balance from us to your Account, provided we notify you of this error, you irrevocably authorise us to recovered the transferred amount from your account.
- 5.4 If you believe that there has been an error in making, acknowledgement or recording of any Loan Repayment, please contact us as soon as possible through our Contact Centre so we may resolve the issue.

6 TAXES

- 6.1 All payments to be made by you in connection with these Terms are calculated without regard to any taxes and duties payable by you. If any taxes are payable in connection with the payment, you must pay the Bank an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making each applicable payment.

7 SUSPENSION/TERMINATION

- 7.1 Save for the provisions under Clause 7.2, the Bank may, upon issuance of 30 days' notice to you, terminate its business relationship with you, cancel the Credit Limit which it has granted and require the repayment of Outstanding Amounts resulting therefrom within such time as the Bank may determine.
- 7.2 Without prejudice to the Bank rights under clause 7.1, the Bank may at any time, at its sole discretion suspend, decline a loan application, or, cancel the Credit Limit which it has granted and require the repayment of Outstanding Amounts resulting therefrom:
- 7.2.1 If you use the KCB Mobile Loan service for unauthorized purposes or where the Bank detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the services.
- 7.2.2 If your Bank Account, agreement with the bank, or access to the Mobile Banking Application is terminated for whatever reason.
- 7.2.3 If the Bank is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator, or other competent authority.
- 7.2.4 If the Bank reasonably suspects or believes that you are in breach of these Terms (including non-payment of any Loan amount due from you where applicable).
- 7.2.5 Where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety.
- 7.2.6 To facilitate update or upgrade the contents or functionality of the Services from time to time; or
- 7.2.7 If the Bank decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion.
- 7.3 Termination shall however not affect any accrued rights and liabilities of either party.
- 7.4 If the Bank receives notice of your demise, the Bank will not be obliged to allow any operation or utilization of your Credit Limit by any person and may only consider the same upon production of Grants of Letters of Administration or Probate by your legal representatives duly appointed by the Court.

8 DATA PRIVACY

- 8.1 We are committed to respecting and protecting the privacy of your Personal Information, in compliance with the requirements of the Data Protection Act 2019. The KCB Group Plc Data Privacy Statement ("the Privacy Statement"), as updated from time to time, explains how we treat Personal Information, who we share Personal Information with, and measures taken to protect Personal Information. By accessing this Mobile Loan through us, you acknowledge that you accept the terms of the Privacy Statements available at [www.kcbgroup.com](https://ke.kcbgroup.com/data-privacy-statement) (https://ke.kcbgroup.com/data-privacy-statement) and consent and authorize us to collect, use, store, disclose, process and transfer your Personal Information in accordance with the applicable Privacy Statements.
- 8.2 KCB Group Plc and its subsidiaries are required by law to collect certain Personal Data and are legally obligated to deny you the service if such information is not available. Apart from the legal obligation mentioned above, KCB Group also need to collect your Personal Data for quality service delivery.

Please note that although this is voluntary, without such information we may not be able to provide quality service.

9 MISCELLANEOUS

- 9.1 This Agreement and any rights or liabilities accruing thereunder may not be assigned by you to any other person.
- 9.2 No failure or delay by either yourself or the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 9.3 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

10 NOTICES

- 10.1 The Bank may send information concerning the KCB Mobile Loan via SMS to the Mobile Phone number associated with your Bank Account and used to register to access the Mobile Banking Application.
- 10.2 You acknowledge that you have no claim against the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications, or any other irregularities due to transmission of any communication pertaining to the KCB Mobile Loan.

11 CUSTOMER COMPLAINTS

- 11.1 You may bring your complaint to our attention through our Contact Centre, using the contact information provided below and we will aim to deal with any complaints promptly and fairly. A copy of our complaint's procedure is available on request from our Contact Centre. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.
- 11.2 Complaints may be made in person, in writing, by post, fax, email or by telephone on 0711 087000 or 0732 187000. For purpose of reporting a complaint, the following may be used: SMS number 5222 and WhatsApp number 0711 087087, or you may visit any KCB branch for assistance.
- 11.3 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Contact Centre.